

PART 6 - EXHIBIT G

OPERATING PLAN

Introduction to Operating Plan for this Prospectus - The following Draft Operating Plan is provided to serve as a guide/template for bidders to utilize in preparing an Operating Plan that addresses their unique proposal. There may be parts of this Operating Plan that bidders do not believe fit their proposal or there may be additional factors that bidders believe need to be added to properly address their proposal. In either instance bidders can adapt this format to meet their anticipated needs. All bidders do need to be aware however, that Reclamation retains the right to make changes to any eventual

Special Note Regarding Bids that Include Annual Occupancy Option - Bidders that indicate a desire to provide Annual Occupancy facilities will still be competitive for the final selection as a new concessionaire based on the result of total bid points among all Principal Factors and individual Criteria (See PART 5 of this prospectus). As per direction in PART 5 (Criterion B.2 [d]) of this prospectus and Section III.5 of the ROD all bidders should be aware of restrictions on the use of Annual Occupancy. The time use restrictions of a maximum 90 consecutive days and 6 months total is applicable on each single Annual Occupancy permit as is the requirement for all Annual Occupancy installations to be no closer than 100 linear feet from 455 msl on Lake Berryessa's shoreline.

A. INTRODUCTION

This Operating Plan between _____ [NOTE: Insert name of concessionaire.], hereinafter referred to as the "concessionaire," and _____ [NOTE: Insert area of operation name.], hereinafter referred to as Reclamation, shall serve as a supplement to concession contract No. CC-XXXXNNNN-YY [NOTE: Insert concession contract number.], hereinafter referred to as the concession contract. This Operating Plan describes specific operating responsibilities of the concessionaire and Reclamation with regard to those concession Facilities within _____ [NOTE: Insert area of operation name.] that are assigned to the concessionaire for the purposes authorized by the concession contract.

In the event of any conflict between the terms of the concession contract and this Operating Plan, the terms of the concession contract, including its designations and amendments, shall prevail.

This Operating Plan will be reviewed annually by Reclamation in consultation with the concessionaire and revised as determined necessary by Reclamation.

No revision shall be made that is inconsistent with the main body of the concession contract. Any revisions must be reasonable and in furtherance of the purposes of the concession contract.

B. MANAGEMENT, ORGANIZATION, AND RESPONSIBILITIES

1. Concessionaire

- a. The management and organization of the concessionaire's operations will be under the concessionaire of record.
- b. The concessionaire is responsible for complying with the Federal, State, and county laws and the policies and directives of Reclamation and for carrying out day-to-day operations under the direction of the _____ **[NOTE: Insert name and/or title of the appropriate individual in the concessionaire's operations.]**, who provides professional direction, supervision of all on-site supervisors and employees, and handles complaints and other correspondence promptly and efficiently. To achieve an effective and efficient working relationship between the concessionaire and Reclamation, the concessionaire shall designate an on-site manager who has full authority to act on behalf of the concessionaire, including acting as the liaison between the concessionaire and Reclamation. The on-site manager will furnish Reclamation with a list of departmental or key supervisors and managers, including the position titles, and will update the list as vacancies occur and positions are filled.

2. Reclamation

The Central California Area manager manages the Lake Berryessa Area. The area manager carries out the policies and directives of Reclamation, including oversight of the concessionaire's operations. Through _____ **[NOTE: Identify Reclamation official.]**, the area manager reviews, supervises, and coordinates concession activities related to Lake Berryessa.

The area manager will provide a current personnel list to the concessionaire with all appropriate points of contact.

C. SEASON AND HOURS OF OPERATION

The concessionaire will provide the required and authorized services for the area visitors with regular hours of operation. The following minimum hours of operation and months of operation shall remain in effect and be adhered to unless changes are requested in writing and approved by Reclamation. Reclamation may direct occasional changes to this schedule in the interest of visitor services.

[NOTE: The following is a partial list of possible required services. This list should be adapted to the concession operation being contracted by adding any services that are not listed here but that the concessionaire will be required to provide and omitting the rest, as appropriate.]

Service	Season/Months	Operation/Hours
1. Overnight Lodging Accommodations		
2. Food and Beverage Services		
3. Gift, Curio, and Merchandise Retail Outlets		
4. Water-Based Fuel Services		
5. Automobile Service Station		
6. Campground General Store		
7. Marina Store		
8. Campground/Recreational Vehicle Services		
9. Dry Boat Storage Facility		
10. Slip/Buoy Rentals		
11. Houseboat Rentals		
12. Powerboat Rentals		
13. Boat Tour Services		
14. Boat Repair Services		
15. Boat Towing/Chase boat		

By (date) _____ of each year, the concessionaire will submit a written schedule of proposed opening and closing hours of operations for all concession facilities for the area manager's approval before implementation. The area manager will give reasonable notice of any schedule changes that it might initiate.

D. STANDARDS OF OPERATION

[NOTE: The purpose of this section is to describe the standards of operation for every authorized or required service at the concession operation. The inclusion of the standards of operation in this section will contractually

obligate the concessionaire to comply with such standards. The standards listed in this section will form the basis for evaluation under the Concessionaire Review Program (See PART 7.13 (a&b) to review Reclamations appropriate Concessionaire Review {Evaluation} Program from the Reclamation Concessions Management Guidelines.]

1. The operation of accommodations, facilities, and services required and authorized by the concession contract shall be in accordance with Reclamation standards set forth in the Reclamation Concession Management Guidelines, the concession contract, and this Operating Plan. The concessionaire must adhere to all local, State, and Federal laws.
2. The provision of required services shall be in accordance with the following standards. These standards are service minimums, and the concessionaire is expected to make every effort to exceed these standards.

[NOTE: This section should include operating standards for each required service that will be offered by the concessionaire. Operating standards for all services and activities are included in the Reclamation Concession Management Guidelines under the Concessionaire Review Program and can not be entered into this Exhibit until selection of a successful bidder and knowledge of the specific services and facilities to be offered.]

3. Reclamation may change, at the discretion of the Secretary, from time to time during the term of this concession contract, the time-use limitations set forth in this Operating Plan.

[NOTE: The following paragraph should be adapted to coincide with local standards and seasonal variations.]

The concessionaire is prohibited from allowing camping, including the use of transient trailers or recreational vehicles, at the same campsite by the same individual or individuals for more than **[7 or 14 days]** during any period of **[14 or 30] consecutive days.**

To the extent reasonable and practicable, Reclamation may relax, with written approval, the above standards during shoulder and off seasons. These determinations may be made on a local basis with written concurrence from the area office on an annual basis. However, if permitted, the concessionaire must manage the sites to ensure that they are used in the same manner as the 7 and 14 day limitations (e.g., no external structures, vehicle skirting, or

outside storage of personal possessions). Trailers may not serve as a primary residence. The extended stay opportunity may not exceed 45 days.

Local areas may determine parameters and stipulations on the use and rental of boat slips and docks. It is traditional and appropriate to permit concessionaires the opportunity to provide long-term assignments/rentals of such facilities as long as certain facilities are set aside for the reasonable use of short-term boaters. If the use demand is so high that all available long-term sites are full, a waiting list will be maintained by the concessionaires in a manner approved by Reclamation.

Furthermore, the sale or transfer of ownership of boats, houseboats, or other personal property (See Reclamation Directives and Standards Section 4.D.19 of LND 04-01) is absolutely prohibited at any location on the Federal estate.

[NOTE: For the above, select either 7 days during any 14 consecutive days or 14 days during any 30 days, as appropriate. For highly desirable recreation areas, 7/14 is recommended, otherwise 14/30 may be appropriate and we can give this some discussion in order to be a reasonable limitation for LB.]

The concessionaire will establish and maintain, to the satisfaction of the Secretary, a fair, impartial, and equitable reservation system for the use of all sites. The concessionaire shall establish a fair and equitable wait list approved by local Reclamation staff or lottery system that frequently rotates users of all sites. The concessionaire shall maintain a ledger that records the names and other identifying information of the individuals who use its sites and shall make that ledger available for inspection by Reclamation at any time. The Secretary will consider failure to establish a fair and equitable wait list or lottery system or to maintain or immediately make available the ledger upon request to be a violation of this concession contract, and this concession contract shall be terminated pursuant to section 1 in the main body of the concession contract.

The concessionaire's Visitor Use Agreement shall state that the visitor may not construct any permanent structures or attach any fixtures or equipment to Government structures on or near the site for which they are granted a visit and may not leave behind, after their use agreement expires, any personal property on the Federal estate when vacating the site for which they were granted a visit. The concessionaire's Visitor Use Agreement shall state that the visitors may not use the site they

are renting in any way that would block or significantly diminish other visitors' access to or enjoyment of Reclamation lands or resources.

Prohibition on the use of any concession facilities or assigned land by external (non-concessionaire) businesses is outlined in Section 2.A (Required Services) and should be considered a permanent part of this Operating Plan.

E. SPECIFIC OPERATING STANDARDS AND REQUIREMENTS

[NOTE: LISTED BELOW ARE SPECIFIC OPERATING STANDARDS - USE APPROPRIATE STANDARDS FOR THIS EVENTUAL OPERATING PLAN DEPENDING UPON THE SELECTED OPERATOR'S APPROVED PROPOSAL.]

All services are to be provided in a consistent, quality manner. Standards provided by current Reclamation guidelines are considered Reclamation minimums. The concessionaire is expected to make every effort to exceed these standards. The concessionaire will be responsible for monitoring its operations to ensure that quality standards are met. The following standards will form the basis of Reclamation's annual Concession Review (Evaluation) Program. **If there are eventual activities/programs permitted based upon any bidder's unique proposal that is not reflected in the following standards Reclamation will develop such standards if they are not already covered in the Reclamation Concessions Management Guidelines.**

1. Lodging

Where in-room phones are provided, guests must have easy 24-hour access to incoming and outgoing phone service, including guest unit message delivery. Emergency messages must be delivered to the guest immediately upon receipt. Guest's calls will be answered promptly.

Each guest unit door must be equipped with both a primary lock and a secondary deadbolt lock.

Each door to a connecting room must be equipped with a deadbolt lock.

Sliding glass doors must be equipped with an effective locking device. A secondary locking device is required if the door is located on the ground floor.

At a minimum, each guest room will include information outlining facilities and amenities available throughout the area. The information packet is subject to the approval of the area manager.

Each facility should have a sufficient quantity of cribs, rollaways, and trundle beds available upon request. Cribs must comply with Federal safety guidelines outlined in 16 CFR Part 1508 and 16 CRF Part 1509.

At a minimum, each guest unit must be cleaned thoroughly and bed and bath linens must be changed between stays. Daily maid service must be provided for multiple night stays. Fresh linens, towels, and bathroom supplies must be available upon request.

Shower and tub curtains must be un-torn, clean, and free of mildew. They should be of sufficient length and width to prevent water from flowing onto the floor. Other types of enclosures (e.g., hinged and sliding doors) must meet the above criteria and must be easily moveable and intact. Sliding doors tracks must be cleaned and in good repair.

Floors and floor coverings must be intact, clean, and free of litter. Vinyl floor coverings must be highly polished and free of cracks, chips, or other signs of wear. Masonry tile grouting must be in good repair and clean. Wood floors should be painted or well sealed. Area rugs must be treated to prevent slipping. Walls, ceilings, and windows must be clean. Windows should open easily and be equipped with proper locks.

2. Food and Beverage

The concessionaire will ensure that a manager or other key person will be visible in the food service outlet during the peak service hours.

All menus will maintain a price range that accommodates the general range of area visitors. The concessionaire will offer a range of food that provides for a wide variety of visitors, including vegetarian entrees, heart-healthy entrees, light eater's entrees, and children's menus.

The concessionaire will have at least one full-time manager that has attended a liquor law training program. The concessionaire is encouraged to train its employees in the responsible practices of serving and selling alcoholic beverages.

All food preparation and dishwashing will conform to U.S. Public Health Code requirements.

All items on menu boards should be available during the entire serving period.

The concessionaire will use the following specifications as a guide when purchasing food products:

Meat

Beef	U.S. Department of Agriculture (USDA)
Prime	and Choice
	USDA Number 1
Pork	USDA Select and Choice
Veal	USDA Prime Choice
Lamb	USDA Grade "A" for all graded fresh or
Poultry	frozen
frozen	poultry and poultry products as a
minimum	specification

Seafood

Frozen fish, if used, must be a nationally distributed brand, packed under continuous inspection of the USDA

Dairy

Eggs	Fresh USDA or State Graded "A"
Butter	USDA Grade "A" (92) Score
Cheese	USDA Grade "A" for all graded cheeses
Milk and Milk Products	USDA Grade "A" Fresh

Produce

USDA Grade "A"

Dry Stores

Grade "A" Fancy

Canned Goods

Grade "A" Fancy

To the extent possible, appropriate, and feasible, the concessionaire will encourage the purchase of regionally grown and environmentally friendly products (e.g., shade grown coffee, wild Atlantic salmon).

3. Merchandising

Items offered for sale should reflect the themes or general parameters identified in the area's gift shop mission statement or merchandise plan. The concessionaire will develop and implement a merchandise plan on the area's mission statement and incorporate the merchandise plan into the operation of all merchandise items.

Only items necessary for visitor use and enjoyment of the area, including snack foods, camping supplies, personal items, clothing, film, and gifts or souvenirs should be offered. A range of merchandise in different price ranges should be offered. Inexpensive collectibles, such as cups, spoons, and caps, along with clothing and children's merchandise that have a relationship with area themes, should be offered for sale.

If acceptable as sales items at the area, petrified wood, minerals, and stones must have at least one face or surface polished to distinguish it from the natural state as might be found in the area. Such sales items must be clearly and prominently marked as not obtained from the area. The following items are not to be sold:

- a. Articles that people of normal taste or sensitivity might consider obscene, offensive, or profane or items that reflect a lack of concern for the environment or culture.
- b. Archeological specimens or objects of American Indian origin over 100 years old.
- c. Plant materials and other natural materials from the area.
- d. Fossils or other earth products (such as petrified wood) whose origin is from public lands.
- e. Animal skins or parts of animals that are obtained illegally must not be incorporated into merchandise or used in displays.
- f. Items that may, by their nature, encourage violation of area regulations.

All merchandise must be marked with a selling price, point of origin, or other identification as available. Identical items may be marked by a single sign rather than individually. Acceptable labels include grease pens, stringed tags, bar codes, and other methods with approval of the area manager.

Handcraft items must be specifically labeled as such.

Merchandise made from natural products should be labeled to indicate that the product was obtained from legally authorized sources outside the area and not from rare, threatened, or endangered species.

If a merchandise item is considered a handcraft or Native American handcraft, the concessionaire should (to the greatest extent possible) have a certificate from the United States or authentic Native American handcraft producer or association of producers that the item was made in accordance with the production standards required for the designation.

Where applicable, views from the exterior looking in (e.g., from building exterior or from the lobby into area) should not be impeded by signs in windows or other obstructions.

Floor areas are to be clean and free of clutter. A routine cleaning program (whether by vacuum or other) should occur before daily opening or at the end of the day, with special attention to all floors.

Merchandise shelves and other glass areas (e.g., store windows) are to be well maintained and free of dust and fingerprints.

Products that might present safety or security concerns for children are to be maintained in areas that are not within easy reach but can be easily monitored or controlled by an employee. Displays should not be top heavy. Special attention should be paid to the appropriateness of merchandise near the checkout areas. All merchandise should be undamaged, rotated on a regular basis, and checked for cleanliness. Items of interpretive value and general value in natural and cultural education shall be prominently displayed.

Merchandise is to be securely stored during off hours, preferable not on the floor. Storage areas should be kept neat and clean and, to the extent possible, remain out of view of visitors.

4. Campgrounds and RV Parks

Area personnel will have an orientation for concessionaire employees at the beginning of each season to ensure employees are informed of unique issues (e.g., bear activity) and provide information necessary for adequate visitor assistance.

As visitors register, they will be told to read specific brochures (fishing limits, bear warnings, etc.) and be given verbal warnings along with other campground regulatory information.

All campgrounds will have a three paneled bulleting board and will exhibit campground regulation, wildlife warnings, visitor messages, activity announcements, and other pertinent information.

The concessionaire will advise the Lake Berryessa headquarters by noon each day regarding when each campground is expected to fill. This requirement is not necessary during seasons that campgrounds/RV parks are not filling.

The length of stay per person, party, or organization (made up from the same individuals) in the campgrounds is 14 nights.

The concessionaire will maintain a registration office in each campground where fees will be collected, campsites assigned, and material distributed. Registration offices will be open from 7 a.m. to 10 p.m. unless otherwise approved by the area manager. Hours may be adjusted during shoulder seasons.

A picnic table will be provided at each site. The picnic table will be in good condition and present no safety hazards. Sites will be cleaned after each camping stay and made ready for the next occupant.

A fire ring or grill will be supplied that is in useable condition and cleaned after each camping stay.

Each site will be numbered, and the number will be clearly identifiable both day and night.

The concessionaire will comply with all closures requested by the area manager. Closures will include, but will not be limited to, the late opening of certain camping loops based on resource protection.

A public telephone will be made available to guests on a 24-hour basis.

5. Camper Service Facilities

The concessionaire will ensure the facility is maintained and cleaned on a regular schedule and clean, sanitary conditions are provided.

Restrooms and showers will be cleaned according to a posted schedule, at least twice daily.

Washing machines and dryers will be in good operating order. Out-of-order machines will be marked as such and repaired or replaced within a reasonable time.

6. Marina Services

The concessionaire will post marina operating rules at the marina activities desk and provide copies to all slip and buoy renters. Rules must state that major boat repairs are to occur out of the area.

All boats must meet U.S. Coast Guard (USCG), Federal, and State regulations regarding sanitation.

The concessionaire will have at least one six-passenger USCG licensed person on staff. This individual will train, examine, and certify that boat operators have completed the practical skills requirements.

Vessels 26 feet long and longer carrying seven passengers or more must have a minimum crew of one certified operator and one deck hand.

A service boat with towing capacity will be on call 24 hours a day during the season for mechanical emergency problems. The vessel will meet or exceed the American Boat and Yachting Council recommendation for such towing use. Further information can be found at <www.abyc.com>.

The concessionaire will develop protocols to avoid slips and falls on the docks by boaters, guests, and employees.

All passenger vessels for the hire will carry one USCG Type 1 approved life preserver of appropriate size for each person on board. Life preservers for infants and small children must be of the Safety of Life at Sea type and marked accordingly.

All boats will be inspected by area personnel before each operating season. Support equipment will be inspected annually, including personal flotation devices, radios, flares, fire extinguishers, etc.

Boats carrying seven or more passengers will be inspected by a marine surveyor every 2 years in accordance with USCG standards. The inspection must include an out of water hull inspection. The area manager will receive a copy of the report along with an action plan for mitigating deficiencies.

7. Slip Rentals and Boat Storage

The concessionaire will ensure that boaters renting slips have the vessel and owner name on boat trailers.

Each occupied slip and buoy will have a current agreement in place that is signed by the appropriate renter. Ownership of the vessel will be documented on each agreement. Slips may not be sold or transferred by the renter. Subletting of slips is not permitted.

Slip renters may replace their boat with another after properly changing the registration with the concessionaire but no sales of private boats are permitted in the slips or other assigned concession areas.

Only one boat will be registered to each slip or buoy.

Boat owners are responsible for securing their boats to the slip, maintaining their boats, and checking them regularly. The concessionaire is responsible for the condition of each slip, including all cable lines, cleats, connecting eyes, and other appurtenances. The concessionaire will enforce minimum standards for the lines and equipment used to secure the boat to the slip. Inadequate or faulty securing equipment may be replaced by the concessionaire at the boat owner's expense when necessary to adequately secure a boat.

8. Rental Vessels

The concessionaire will provide boats that will accommodate the general range of area visitors as approved by the area manager. The concessionaire will also provide adequate dock space and facilities to clean and repair boats. The concessionaire will follow the Department of Transportation's Passenger Vessel Safety Act of 1993, including any amendments. All boats rented for visitor use shall be equipped as required by the USCG rules and regulations as provided for in 33 CFR 173-175.

All rental vessel customers will be given area and appropriate State regulations regarding water quality and "rules of the road." Hands-on instructions in the operation of the vessel and proper use of all equipment will also be given. Emergency information must also be provided for each vessel.

9. Fuel Docks

Gasoline, diesel, and pre-mix fuels and outboard motor oil and other lubricants will be readily available to the boating public.

Only concessionaire-trained fuel dock employees will be allowed to work on the docks. Fueling employees will be responsible for the proper fueling of all vessels (private and concessionaire owned) and instructing the boating public who wish to fuel their own vessels on the appropriate safety measures that must be undertaken before fueling the vessel. Concessionaire trained fuel dock employees must directly supervise the fueling of the vessel by the boating public. All fuel dock personnel will be trained in boat fire suppression, fireboat operations, and in the use of spill containment countermeasures. OSHA hazardous spill training is required and will be coordinated with the area manager.

Spill containment equipment will be readily available and stored at the fuel dock. A ratio of approximately 3 feet of boom to every foot of the largest boat in boat storage or service is recommended.

The concessionaire will provide water-based sanitary pump-out facilities at the marina of sufficient capacity to accommodate the boating public without unreasonable waiting times. All holding tanks and wastewater delivery lines shall meet applicable Federal and State codes for this type of service. Visitors will pump out their own boats. This service will be provided at no charge.

10. Guided Fishing (Concessionaire guides but not external guides)

Please see Sec. 2.A of the Draft Contract (PART 6 of this Prospectus) for restrictions on non-concession fishing guides.

All guides will comply with State and area fishing regulations.

Fishing guides will have certification in boat standard first aid (or higher) and cardio pulmonary resuscitation (CPR).

Guides who have been certified in first aid and CPR during the last 18 months, but whose certification has expired, may guide trips for up to 30 days pending recertification. Documentation must be provided to the area manager when a guide is recertified.

Before each operating season, a written list documenting the first aid and CPR expiration date of all guides must be submitted to the area manager. These lists must be updated whenever changes warrant.

Serviceable and proper fitting personal floatation devices (P.F.D.) sufficient for the size of the party, including the guide, must be available in the boat.

Fishing boats will contain all equipment required by the USCG in accordance with 46 CFR Parts 24-28.

Each fishing boat shall have a waterproof first aid kit. The following items are recommended, at a minimum: Band-Aids; waterproof matches; sunburn lotion or zinc oxide; one arm splint; one eye dressing kit; four triangular bandages; 3" wide adhesive tape; one 3" ace wrap; one 5" Kurlex or battle dressing; two 2" x 2", two 3" x 3", and four 4" x 4" gauze compress pads; one microshield or pocket mask; three pairs of rubber gloves; a wool blanket or other means of providing warmth; and one operable flashlight.

Before departure, guides will demonstrate proper P.F.D use and make a physical inspection to ensure that P.F.D. of appropriate size is available for each person in the boat.

A safety message must be given that explains recommended procedures to follow in case of an accident, proper positioning in the boat, what to do if a passenger falls into the water, what to do if the guide falls into the water, and explain the concessionaire's procedures for retrieval of a passenger from the water.

Each boat will provide a container suitable for stowing trash.

Safe drinking water should be carried to ensure the comfort of passengers for the duration of the trip.

11. Tour Boat Standards

The concessionaire will manage tour boat operations consistent with applicable USCG regulations for the class of the vessel (46 CFR, Chapter 1, Parts 175-187 (subchapter T)) and other applicable regulations and Reclamation policies.

All tour boats will have current USCG certification to carry passengers for hire.

New or replacement tour boats must meet USCG specifications and are subject to USCG and area manager approval.

The concession will offer _____. **[NOTE: STATE WHAT THE SCHEDULE WILL BE (i.e., three scheduled times a day for 1 1/2 hour scenic lake cruises, 6 days a week).]**

During times when the tour boat is not being used for scheduled tours, groups may charter the boat.

Cruises may be cancelled if there are 10 or fewer passengers.

Captains will provide interpretation while piloting the boat. The area may provide personnel for one or two tours per day during the peak season.

F. CONCESSIONAIRE REVIEW PROGRAM

1. The Concessionaire will manage operations and services to ensure the protection of resources and compliance with public health requirements and to provide satisfactory services for the area visitors within the assigned area of responsibility. The operation of facilities and services authorized by the concession contract will conform to the evaluation standards set forth in current Reclamation guidelines.
2. Reclamation will conduct performance evaluations that address operations, facilities, health, safety, and all other performance requirements stipulated in the concession contract. The following chart sets forth the evaluation schedule.

Evaluation Schedule

	Operation/Facilities Review			Overall Contract Compliance
Evaluation	Operation and Facility Evaluations	Public Health Service Inspections	Safety and Environmental Evaluations	Contract Compliance
Frequency	Semiannual	Semiannual	Annual	Annual

3. Reclamation will evaluate concessionaire operations and facility conditions annually or as considered necessary. Reclamation will conduct or arrange for the conduct with a qualified entity. Public Health Service inspections will be conducted semiannually. Safety inspections and overall Contract Compliance Review Programs will be conducted annually or more frequently, as determined necessary. One of the evaluations must be conducted during the high-use season. The

contract compliance review shall focus on concessionaire compliance with the following terms of the concession contract:

- Improvement Management Plan (IMP), CFIP, and RAFI requirements.
 - Operations and Services.
 - Concession employees.
 - Rates.
 - Maintenance and operation.
 - Utilities.
 - Accounting records and reports.
 - Franchise fees.
 - Bond and lien.
 - Insurance.
4. The concessionaire will meet with Reclamation area officials to prioritize and schedule the correction of deficiencies and the implementation of improvement programs resulting from these inspections. The concessionaire will be responsible for correcting deficiencies and developing abatement plans within the dates assigned by the area. Reclamation has final determination of dates and established time frames for correction of deficiencies. Depending upon the seriousness of any individual deficiency the concessionaires' ability to operate the impacted visitor facilities may be reduced or terminated pending final corrections.
 5. If the concessionaire receives an "unsatisfactory" rating in any review evaluation, the concessionaire shall be given a specified period of time to correct the deficiencies that were the basis for the "unsatisfactory" rating. A single critical deficiency may be sufficient to warrant an "unsatisfactory" rating.
 6. If the concessionaire fails to remedy the deficiencies and, thereby, obtain a "satisfactory" rating or better within the period of time specified in the notification, the concessionaire shall be considered to be in default of the concession contract, and the concession contract may be terminated at the discretion of the Secretary.

Reclamation may also, at its own discretion, close part of a concessionaire's operation when necessary for the protection of the resources or the safety or welfare of people or property. Reclamation may also take appropriate administrative action in direct relationship to the severity or magnitude of the problem.

7. The concessionaire may appeal a review evaluation rating in writing to the area manager. The appeal shall present whatever supporting information the concessionaire feels is appropriate and necessary to substantiate its appeal. A final determination will be made by the area manager.

G. RATE DETERMINATION AND APPROVAL PROCESS

It is the objective of the area manager to ensure that the concessionaire's rates and charges to the public are commensurate with the level of services and facilities provided and are reasonable, justified, and comparable with similar facilities and services provided by the private sector.

All requests for annual changes will be submitted, in writing, by (Date here agreed to between Reclamation & Concessionaire) to allow for anticipated implementation dates, brochure publication dates, and customer notification. Rate requests require support by established criteria and comparable data. The information to be included in the request is outlined in current Reclamation guidelines (See PART 7.12 of this prospectus). New rates will be evaluated once a year unless there are extenuating circumstances that require rates to be re-evaluated. Reclamation will consider alternative rate settings methodology to reflect substantial changes in service quality, expenditures, or required investment. The area manager will approve, disapprove, or adjust rates and will inform the concessionaire within 30 days of the rate request submittal. It is the responsibility of the concessionaire to submit rate requests in a timely manner.

All rates for goods and services will be available to visitors upon request.

The area manager will periodically conduct onsite comparability studies with follow up telephone calls to update rate information for a rate review. Rate compliance will be checked during period operation evaluations and throughout the year. Approved rates will remain in effect until superseded by written changes approved by the area manager.

Goods and services may not be provided to Government employees or their families without charge or at reduced rates, except as available to the general public.

Credit cards will be honored including, at a minimum, American Express, Visa, and MasterCard. The concessionaire will accept debit cards at its discretion or at the direction of the area manager.

A deposit requirement and refund policy is part of the rate approval process. The policy will be included in all brochures and reservation confirmations.

1. A deposit may be required to hold a reservation and may be paid by cash, check, money order, or major credit card.
2. Refunds will be processed within 2 weeks of cancellation.

Rates confirmed by the concessionaire, as identified in the reservation confirmation, will be honored during the entire time of stay.

H. ADVERTISING AND SIGNS

Concessionaires will be required to notify the public that they are authorized by Reclamation to conduct business on the Federal estate. All promotional material, regardless of media format, provided to the public by the concessionaire in connection with the services provided under the concession contract must be approved in writing by Reclamation. At a minimum, all such material will identify the concessionaire as an authorized concessionaire of the Department of the Interior, Bureau of Reclamation. The concessionaire will contact the area manager in advance to establish specific timeframes for each project review.

Before the Reclamation emblem, logo, or name is displayed in advertisements or on signs, its use must be approved by Reclamation. Outdoor signs or other forms of advertising must not be displayed on the Federal estate without the written approval of Reclamation. The Reclamation logo or name will be obvious at entrances to all concessions.

All signs will be professionally made and approved by the area manager. Concessionaires must follow the general guidelines for signs as described in Reclamation's Sign Guidelines.

Brochure changes and layout should be submitted to the area manager for review at least 30 days before projected need or printing dates. The area manager will make every effort to respond to minor changes to brochures

and other texts within 15 days. Longer periods may be required for major projects or if Reclamation assistance is required to help develop the product. The concessionaire should contact the area manager in advance to establish specific timeframes for each project.

I. LOST AND FOUND

The concessionaire will establish and provide an effective program for handling lost and found or unattended property in facilities and upon assigned areas of the concessionaire.

Items lost or found within the concessionaire facilities will be processed as follows:

1. Items will be tagged at the facility where they are found or turned in by completing a Lost and Found Report, which identifies the item, date, location, and name of the finder.
2. A Lost and Found Report will be completed indicating name, address, and telephone number of the person reporting a lost item, description of the item, date and location of the loss, and the name of the person taking the report.
3. The concessionaire will hold all found property for 60 days. Efforts will be made to return found items to the owner within the 60-day period.
4. No items will be released without claimant providing proper identification of the item, name, address, and signature of receipt.
5. Unclaimed items will be returned to the finder, if so requested.
6. Unclaimed items not returned to the finder can become the property of the concessionaire or will be donated to a charitable, non-profit organization. Items of little or no value may be destroyed. Disposition of items will be noted on the Lost and Found Report.
7. Lost and Found Reports will be retained by the concessionaire for 3 years.

Items found outside the concession facilities or land assignment will be processed as follows:

Finders will be given a receipt for the item and will also be informed that the item will be given to Reclamation and held at the Reclamation HQ

office at Lake Berryessa for a period of time as prescribed by Reclamation local policy or standards.

J. SAFETY, SANITATION, AND SECURITY

1. The concessionaire shall comply with the applicable requirements of the Maintenance Plan, OSHA, and other Federal, State, and local safety codes, statutes, and standards. The concessionaire shall exercise precautions for the safety of all people within its facilities at all times.
2. The concessionaire is required to ensure that the concession facilities comply with applicable Federal, State, and county laws; regulations; policies; and Reclamation guidelines concerning smoking in public facilities.
3. The concessionaire shall provide an effective system for the collection and disposal of garbage and trash within its areas of responsibility. Trash cans shall be conveniently located. The concessionaire shall keep assigned areas free of foul odors, litter, debris, garbage, abandoned equipment, vehicles, furniture, and fixtures. Refuse shall be stored in receptacles that are covered, waterproof, bear-proof, and vermin-proof. Major sanitation facilities and large trash receptacles or bins shall be screened from public view by foliage or constructed screening and placed as far from heavy public use areas as is reasonably possible.
4. The concessionaire shall provide facilities and services necessary for recycling aluminum, newspaper, glass, plastic, and cardboard generated within the assigned area of operation. The concessionaire shall promote recycling and make it convenient for public use.

[NOTE: This section should describe the garbage collection method to be used in the concession operations and provide details relating to that method. The following wording is presented as an example and should be modified to reflect the actual garbage collection program to be implemented.]

During any operating seasons, the concessionaire will engage an independent contractor for the removal of the trash and garbage generated by its facilities. Included in its contract are the following procedures: The contractor supplies and delivers the size and number of animal-proof, lockable bins specified by the concessionaire. The contractor is responsible for emptying all bins as need, picking up any trash or garbage that should fall from the container being emptied, and maintaining the cleanliness of the bins to minimize the attraction of insects and wildlife. In areas where trash or garbage pickup noise may disturb guests, the contractor

is restricted to pickups between 8 a.m. and 5 p.m. If it is necessary for the contractor's garbage truck to be parked within the concession area overnight or longer, the truck will be based within the concessionaire's assigned area.

5. At a minimum, the concessionaire will provide sanitation training for food service managers at the start of their employment in a food service facility and at least once every 5 years thereafter. Posters illustrating basic sanitation procedures shall be posted in employee food service areas.
6. Information on all illnesses among employees or guests is to be promptly reported to Reclamation. This information, along with other information received, will be evaluated by the appropriate area staff to help identify outbreaks of illness associated with contaminated water or food sources or caused by other adverse environmental conditions.
7. Protection and Security:
 - a. The concessionaire shall support Reclamation's efforts to protect the resources. Any harm to or alteration of natural, paleontological, historic, or archaeological objects or structures is prohibited. The concessionaire shall ensure that its employees and customers leave artifacts and objects in place and do not disturb archeological sites if they are present. If the concessionaire observes signs of vandalism of any kind, including defacement of rocks, damage to the Federal estate, or damage to property, the concessionaire shall notify Reclamation as soon as possible.
 - b. The concessionaire shall restore any resources damaged by its operation. Restoration measures shall be determined and directed by Reclamation.
 - c. Fishing shall be in accordance with laws and regulations of the State of California.
 - d. The concessionaire must ensure that all buildings within the assigned area of operation meet Fire and Life Safety Codes and that fire detection and suppression equipment is in good operating condition at all times. It is also the concessionaire's responsibility to report all structural fires immediately. In the event there is no existing paid formal fire department in the area, the concessionaire will allow certain designated employees to be on the various developed area volunteer fire brigades and will allow paid time away from their primary duties for necessary training and response.

- e. All injuries sustained by visitors or employees in concession facilities and all medical emergencies should be reported immediately to Reclamation. All employee and visitor illness complaints will be reported immediately to Reclamation so that thorough investigative procedures can be completed, as necessary. Depending upon the size and remoteness of a concession operation, Reclamation may require, through the contract, the concessionaire to provide some level of first aid or even qualified emergency medical technician care to their customers. Concessionaires will provide first aid kits prominently displayed in appropriate areas. The concessionaires are required to have employees attend emergency medical training, including CPR and First Aid courses. This is required for some job assignments.
- f. Concessionaire-employed security personnel have no authority to take law enforcement action or carry firearms. Concessionaire-employed security personnel are empowered to enforce the concessionaire's employee policies and housing regulations.

[NOTE: This clause should be omitted if the concessionaire will not be required to provide security personnel during peak periods.]

During peak visitor periods (_____) **[NOTE: Insert dates for the peak period or period during which security must be provided.]**, the concessionaire shall provide security personnel to handle in-house employee issues and to check concession facilities for safety security purposes.

K. TAXES AND ASSESSMENT

The concessionaire will pay or cause to be paid all taxes and assessments levied or assessed upon the possession, use, or occupancy of the premises. The concessionaire is liable for prompt payment of electrical, gas, refuse collection, telephone, sewage disposal, water, or any other utility or service bills, whether issued by governmental authority, public, or community utility company.

L. UTILITIES

- 1. The concessionaire is liable for prompt payment of electricity, fuel, refuse collection, telephone, sewage disposal, water, or any other

utility or service bills, whether provided by Reclamation, public, or a community service company.

2. The concessionaire must provide a telephone system that will allow for the use of credit cards. The area manager must provide the proposed system. Telephone service is billed directly to the concessionaire by the vendor.

M. COMPLAINTS

Complaints or comments received by Reclamation regarding concessionaire operations shall be sent to the concessionaire for investigation and response in a timely manner. The concessionaire shall provide Reclamation with a copy of its response to all visitor complaints related to its operation. A copy of any Reclamation response will be forwarded to the concessionaire.

N. INCIDENT REPORTS

The concessionaire will immediately report to Reclamation (1) any fatalities or visitor-related incidents that could result in a tort claim against the concessionaire or the United States; (2) property damage over \$500; (3) any employee, visitor, or stock injuries requiring more than minor first aid treatment; (4) any fire; (5) any motor vehicle accidents; (6) any incident that affects the natural or cultural resources; and (7) any known or suspected violations of law involving concession employees or people not employed by the concessionaire.

O. STAFFING AND EMPLOYMENT

1. Concessionaire Hiring

- a. The concessionaire will attempt to offer concession employees a full workweek when possible. Before employment, the concessionaire will inform employees (in writing) of the possibility that less than full-time employment may occur during slow periods.
- b. The concessionaire will establish hiring policies that will include appropriate background reviews of applicants for employment.
- c. Drivers of delivery trucks or passenger carrying vehicles shall have a valid operator's license for the size and class of vehicle being

driven. They shall also meet any additional State requirements established for the vehicle driven or passengers carried.

- d. The concessionaire will hire a sufficient number of employees to ensure satisfactory visitor services throughout the year.
- e. The concessionaire will maintain, to the greatest extent possible, a drug-free workplace. The concessionaire will conduct educational program(s) for its employees to deter substance abuse. The concessionaire will ensure that those employees who are in safety sensitive positions, such as boat captains, may be required to participate in random drug testing. Should any illegal drug use occur within the area, it must be promptly reported by the concessionaire to the area manager.
- f. The concessionaire will establish hiring policies that will include appropriate background review of applicants for employment.
- g. The concessionaire and its employees shall not discriminate against any individual because of race, creed, sex, national origin, sexual orientation, or physical or mental handicap and shall comply with equal opportunity and accessibility standards and requirements.
- h. At a minimum, all employees will be issued an employee photo identification card that includes their name and an expiration date based on the employee's anticipated departure date. These identification cards will be collected by the concessionaire upon termination of employment or at the end of the season for seasonal employees. These identification cards will not be transferable. The concessionaire will ensure that all employees wear uniforms or standardized clothing and a personal nametag. Employees will be neat and clean in appearance and will project a hospitable, positive, friendly, and helpful attitude. The area manager will approve uniforms at the beginning of the concession contract and changes shall require approval from the area manager before being implemented.

2. Employee Housing

[NOTE: Only include the following section if concession operations provide employee housing. The following language should be tailored to suit the needs of the concession operation being contracted. Reclamation's main concern should be with employee health and safety. Financial terms for employee housing

are likely to be market driven. That is, the concessionaire may be expected to charge employees for housing according to what is possible and necessary to attract the quality employees they desire, given the competition for such employees.]

- a. The concessionaire will provide housing and food service for concession employees when feasible. The room and board account should be a break-even account to the extent possible. The concessionaire should ensure that employee room and board charges do not exceed earnings as a result of mandatory reduction in work.
- b. The concessionaire will inspect all quarters for fire and safety compliance within 30 days after initial occupancy of a residence. Monthly fire drills will be performed by the concessionaire in all dorm buildings of more than one story. Employee rooms will be adequately furnished to serve the number of occupants.
- c. The concessionaire will provide adequate cooking and food storage facilities when appropriate. The concessionaire will ensure employee compliance with health, fire, and safety code regulations and Reclamation policies and guidelines. Food storage facilities shall be animal and vermin-proof.
- d. The concessionaire shall provide facilities and services necessary for recycling aluminum, newspaper, glass, plastic, and cardboard generated within all employee housing areas. The concessionaire shall promote recycling and make recycling convenient for employees.
- e. Employee housing managers will notify Reclamation of vehicles that are abandoned within assigned employee parking lots. These vehicles will be towed at the expense of the owner or of the concessionaire if the owner is no longer in the area or otherwise will not or cannot pay.
- f. Long-term exclusive use or extended period usage refers to visitor lodging and not employee housing, as authorized by the Secretary. Employee housing is not considered an exclusive use under the terms of the concession contract.

3. Reclamation Employees and Families

The concessionaire shall not employ in any status a Reclamation employee, the spouse of a Reclamation employee, or minor children of

Reclamation employees without the area manager's approval. Reclamation employees must submit a written request to the area manager requesting that their spouse or minor children be allowed to work for the concessionaire. The concessionaire shall not employ in any status the spouse or children of the area manager, assistant area manager, employees with direct concession management responsibilities, or safety officer or other Reclamation area of management officials.

4. Training Program

[NOTE: Add specific personnel training programs, as appropriate, to the area of operations needs.]

- a. The concessionaire will provide employee orientation and training and will inform employees of the regulations and requirements that affect their employment and activities while residing and working for the concessionaire. Additional orientation pertinent to the developed area where the employees are assigned will be conducted by the concessionaire with Reclamation participation on location.
- b. The concessionaire will provide appropriate job training to each employee before duty assignments and working with the public.
- c. The concessionaire will provide hospitality training for employees who have direct visitor contact or who provide visitor information.
- d. The concessionaire will provide sanitation training to food service personnel at the start of their employment in a food service facility and as needed to comply with the most recent edition of the U.S. Public Health Service Food Code.
- e. The concessionaire will provide applicable training in environmental and risk management to employees.

[NOTE: If interpretive services are to be required or permitted of the concessionaire, include the following section.]

- f. The concessionaire will design and provide interpretive training for all employees who provide interpretive or informational services. Reclamation will work closely with the concessionaire to refine the methods of preparing and conducting effective interpretive programs. Reclamation will evaluate interpretive visitor services

to ensure appropriateness, accuracy, and the relationship of the interpretive program to themes of the area.

- g. Employees shall be encouraged to attend any Reclamation sponsored training relating to concession operations in the area. Employees, especially managers, may attend other Reclamation training as space permits and as deemed appropriate by the area manager.

P. VENDING AND ICE MACHINES

[NOTE: This section may not be applicable to all concession operations. It will be omitted if the concession being contracted will not provide vending or ice machines.]

1. Vending and ice machines and their locations will be easily identified, adequately illuminated, conveniently located, and of a design and color that complements the aesthetics of the building and surroundings. Reclamation will approve all locations and designs. All machines will be clean, properly stocked, and in good working condition. Signing on the machine will be generic in nature. Brand information should only be visible when at the machine.
2. Because of the inability to effectively regulate the use of cigarette vending machines by minors, cigarette vending machines are prohibited in the area of operation by the concessionaire.
3. When out of order for the season, signs will be posted on the vending machines with appropriate information that will direct patrons to the closest available unit.

Q. VOLUNTEERS

The concessionaire will allow employees to participate in volunteer programs with Reclamation or other adjacent agencies.

R. QUIET HOURS

Quiet hours will be enforced between the hours of 10 p.m. and 6 a.m. in all concession overnight facilities and the concessionaire's employee housing areas.

S. RESERVATIONS

Reclamation, in conjunction with the concessionaire, must authorize reservation and refund policies for lodging, houseboat rentals, and other concession services that visitors secure in advance. Concessionaires should develop reservation procedures, including standards for deposits and cancellations, that are patterned after industry or local or regional standards. Conditions for deposit refunds or cancellation fees must be clearly stated in the concessionaire's rate schedule and advertising materials. Concessionaires may not accept reservations and associated deposits more than 2 years in advance, and concessionaires should consider capacity limits when accepting any reservation.

After consultation with the concessionaire, and in consideration of issues of mutual concern, this Operating Plan reflects, as of its date of execution, the expectations, requirements, and commitments of the concessionaire and Reclamation.

Date: _____ this _____
day of _____ year _____

Concessionaire: _____

Title: _____

Date: _____

Bureau of Reclamation

Area Manager: _____

Area Name: _____